

# **Attachment 6**

PROPOSED TARIFF

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**RESALE INTEREXCHANGE AND OPERATOR SERVICES TARIFF**

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**Tariff For**  
**RESALE OF INTEREXCHANGE TELECOMMUNICATIONS SERVICE**  
**AND OPERATOR SERVICES**

**In The State of Illinois**

**By**  
**WORLDxCHANGE COMMUNICATIONS, INC.**

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:** W. Tod Chmar, President  
WORLDxCHANGE Communications, Inc.  
945 E. Paces Ferry Road, Suite 2210  
Atlanta, Georgia

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RESALE INTEREXCHANGE AND OPERATOR SERVICES TARIFF

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**II. CHECK SHEET**

All tariff sheets are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	
1	Original	45	Original
2	Original	46	Original
3	Original	47	Original
4	Original	48	Original
5	Original	49	Original
6	Original	50	Original
7	Original	51	Original
8	Original	52	Original
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35	Original	79	Original
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37	Original	81	Original
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39	Original	83	Original
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42	Original	86	Original
43	Original		
44	Original		

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**III. CLASSIFICATION OF SERVICES**

Pursuant to the Public Utilities Act, Ill. Rev. Stat., Ch. 111 2/3, Sections 13-501, 13-502, and 83 Ill. Adm. Code Part 745, Carrier hereby files pursuant to Section 13-502(b) its declaration that all services for all customers contained in this tariff, IL C.C. Tariff No. 1, are competitive services. This tariff applies to the provision of resold interexchange telecommunications service and operator service within the State of Illinois.

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**IV. CONCURRING, CONNECTING  
AND OTHER PARTICIPATING CARRIERS**

Concurring Carriers  
None

Connecting Carriers  
None

Other Participating Carriers  
None

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**V. EXPLANATION OF SYMBOLS**

The following are the only symbols used for the proposes indicated below:

- (C) To signify changed regulation
- (D) To signify discontinued material
- (I) To signify rate or charge increase
- (M) To signify material relocated without change in text or rate
- (N) To signify new material
- (R) To signify reduction
- (S) To signify reissued material
- (T) To signify a change in text but no change in rate or regulation
- (Z) To signify a correction

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**VI. DEFINITIONS**

**Additional Period:** Additional Period is the rate element used to bill for the chargeable time when a call continues beyond the Initial Period. Additional Period begins when the Initial Period ends (e.g., with the second minute of a call for which the Initial Period is one minute). Additional rates apply to each Additional Period, or any fraction thereof, that chargeable time continues beyond the Initial Period. Thus, for service with an Initial Period of one (1) minute, a call with an actual duration of two (2) minutes and one (1) second would incur the full Initial Period charge and the charge for two (2) Additional Periods.

**Administrative Change:** A change in Customer billing address or contact name.

**Aggregator:** Any person or entity that, in the ordinary course of its operations, makes its telephones available to the public or to transient users of its premises, for intrastate telephone calls placed through the Company's Operator Services.

**Aggregator Surcharge:** A separate charge assessed by Aggregators for use of operator services which is billed by Company for the Aggregator.

**Alternate Access:** Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special Tariff if permitted by applicable governmental rules.

**ANI:** ANI (Automated Number Identification) refers to the specific and unique calling party's billing number delivered by a local exchange carrier to any interconnecting carrier for billing or routing purposes.

**Application for Service:** A standard Company order form which includes all pertinent billing, technical and other descriptive information which will enable the Company to provide a communication Service as required.

**ASR:** ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

**Authorization Code:** A numerical sequence which enables a Customer to access the carrier and which is used by the Company to identify the Customer for billing purposes.

**Authorized User:** A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

**Automated Call:** An Operator Service call which is completed on an automated basis, without the assistance of a live Company operator.

**Bill Date:** The date on which billing information is compiled and sent to the Customer.

**Call:** A completed connection between the Calling and Called Stations.

**Called Station:** The telephone number called.

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**RESALE INTEREXCHANGE AND OPERATOR SERVICES TARIFF**

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**VI. DEFINITIONS AND ABBREVIATIONS (Continued)**

Calling Card Calls: Calls for which charges are billed, not to the originating telephone number, but to a telephone calling card issued either by a local exchange or long distance telephone company for this purpose. An automated interface or an operator's intervention is required to record the calling card number to which the charges are to be billed.

Calling Station: The telephone number from which a Call originates.

Carrier: The term "Carrier" means WORLDxCHANGE Communications, Inc.

Channel or Circuit: A dedicated communications path between two or more points having a bandwidth or transmission speed specified in this Tariff and selected by a Customer.

Collect Call: A call for which charges are billed to the called station.

Commission: The term "Commission" means The Illinois Commerce Commission.

Company: The term "Company" means WORLDxCHANGE Communications, Inc.

Consumer: A person initiating any intrastate telephone call from an Aggregator Location using Operator Services.

Credit Card Calls: Calls for which charges are billed, not to the originating telephone number, but to a general purpose credit card, such as VISA, MasterCard, or American Express. An automated interface or an operator's intervention is required to record and validate the credit card account number to which the charges are to be billed.

Customer: The person, firm, corporation or other entity unit which orders, uses or accepts charges for Service -- either for its own use, as a resale carrier or as a non-profit manager of a sharing group -- and which is responsible for the payment of charges and for compliance with Company tariff regulations. The term Customer also includes a person, firm, corporation or other entity that remains pre-subscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use the Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

Customer Premises/Customer's Premises: Locations designated by a Customer where Service is originated/terminated whether for its own communications or for the use of its resale Customers.

Customer Provided Equipment: Telecommunications terminal equipment that is located at the Customer's residence or place of business.

Day: The term "day" means 8:00 a.m. to, but not including, 5:00 p.m. local time at the originating city, Monday through Friday, excluding Company-specific holidays.

Dedicated Access/Special Access: Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

DS-0: DS-0 means Digital Signal Level 0 Service and is a 64 Kbps signal.

DS-1: DS-1 means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

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**VI. DEFINITIONS AND ABBREVIATIONS (Continued)**

Evening: The term "evening" means 5:00 P.M. to, but not including, 11:00 P.M. local time at the originating city, Sunday through Friday and on Company-specified holidays except when a lower rate would normally apply.

Exchange Area: The term "exchange area" means a geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communication services.

Holiday: The term "holiday" means all Company-specific holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

ICC: The term "ICC" means The Illinois Commerce Commission.

Initial Period: Initial Period is the initial rate increment of a call placed under any Service provided by Company. Thus, for Service with an Initial Period of three (3) minutes, a call with an actual duration of less than three (3) minutes will be billed the full Initial Period charge.

Installation: The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

Kbps: Kilobits per second.

LATA (Local Access Transport Area): A geographical area established for the provision and administration of communications Service of a Regional Bell Operating Company.

Local Access: Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

Local Access Provider: Local Access Provider means an entity providing Local Access.

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**RESALE INTEREXCHANGE AND OPERATOR SERVICES TARIFF**

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**VI. DEFINITIONS AND ABBREVIATIONS (Continued)**

**Local Access Transport Area ("LATA"):** A geographical area established for the provision and administration of communications Service of a Regional Bell Operating Company.

**Local Exchange Carrier (LEC):** The local telephone utility that provides local telephone local exchange and access services.

**Mbps:** Megabits per second.

**Multiplexing:** Multiplexing, or "muxing," is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

**NA:** Not available.

**N/C:** No charge.

**Night/Weekend:** The words "night/weekend" mean 11:00 p.m. to, but not including, 8:00 a.m. local time in the originating city, all day on Saturday, and all day Sunday except from 5:00 p.m. to, but not including 11:00 p.m.

**Nonrecurring Charges:** Nonrecurring Charges are one-time charges.

**Operator Service:** Any intrastate telecommunications service that includes, as a component, any automatic or live operator assistance to the person initiating the call to arrange for billing or completion or both of an intrastate telephone call through a method other than:

- (a) Automatic completion with billing to the telephone from which the call originated; or
- (b) Completion through an access code used by the person initiating the call, with billing to an account previously established with the Company such person.

**Operator Service Charge:** A non-measured (fixed) charge that is added to a measured charge in calculating the total Tariff charges due for a completed Operator Assisted Call.

**Operator Station:** A service whereby the person initiating a call utilizes the assistance of a live Company operator to place or bill the call. Room Charge Calls, Collect Calls, Calling Card Calls and Credit Card Calls are Operator Station calls unless the call is placed on a Person-to-Person or Automated basis. Automated calls, Person-to-Person calls and Third Party Billing calls are not Operator Station calls.

**Payment Method:** The manner which the Customer designated as the means of billing charges for Calls using the Company's Operator Service.

**Person-to-Person (aka: "Operator Person" Calls):** A call which is placed under the stipulation that the caller will speak only to a specified called party or a particular station, room number, department, or office to be reached through a PBX attendant. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party.

**Point-of-Presence (POP):** A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

**Rate Center:** A specified geographical location used for determining mileage measurements.

**Recurring Charges:** Recurring charges are fixed charges which are billed each month for as long as Service continues.

**Restore:** To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

**Room Charge Calls:** Calls for which charges are collected by the subscriber, normally a hotel or motel, from the guest or occupant of the room from which the call originated. Calls of this type require that Company communicate the call detail and charges back to the originating subscriber location following completion of the call.

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**RESALE INTEREXCHANGE AND OPERATOR SERVICES TARIFF**

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**VI. DEFINITIONS AND ABBREVIATIONS (Continued)**

Sec.: Second.

Service: Service means any or all service(s) provided pursuant to this Tariff.

Service Commitment Period: The term elected by the Customer during which Company will provide the Services subscribed to by the Customer.

Subscriber: The person, firm, corporation or governmental unit which orders Service -- either for its own use, as a resale carrier or as a non-profit manager of a sharing group -- and which is responsible for the payment of charges and for compliance with Company tariff regulations.

Switched Access: Nondedicated Local Access between the Customer's Premise and the serving wire center which is interconnected to the Company's Point-of-Presence for origination or termination of Service.

T-1: A digital carrier facility used to transmit a DS-1 formatted digital signal.

Third Party Billing: A payment arrangement which allows the person initiating a call to assign billing to a telephone number which is different from the Calling Station or Called station number.

"10502": Used herein to describe an equal access dialing code in which the caller dials the necessary access prefix followed by the Company's Carrier Identification Code (CIC) in order to bypass the presubscribed long distance carrier of a specific ANI to access the Company's toll network. As of July 1, 1998, the actual dialing protocol was changed from "10 + CIC" to 101 + CIC," and the specific CIC referred to by this term is changed from "502" to "0502."

"10629": Used herein to describe an equal access dialing code in which the caller dials the necessary access prefix followed by the Company's Carrier Identification Code (CIC) in order to bypass the presubscribed long distance carrier of a specific ANI to access the Company's toll network. As of July 1, 1998, the actual dialing protocol was changed from "10 + CIC" to 101 + CIC," and the specific CIC referred to by this term is changed from "629" to "0629."

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**RESALE INTEREXCHANGE AND OPERATOR SERVICES TARIFF**

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**VII. RULES AND REGULATIONS****A. Application of Tariff**

This tariff contains the regulations, rates, and charges applicable to the resale of telecommunications service and the provision of operator services provided by Carrier for the use of Customers in transmitting messages throughout the State of Illinois.

**B. Limitations of Services**

1. Services provided pursuant to this Tariff may be utilized only for the transmission of communications by Customers consistent with the terms of this Tariff and the rules and regulations of the Commission.
2. The Company may require a Customer to sign an application form and to establish credit worthiness as a condition precedent to the initial establishment of service. The application shall state the date on which service shall begin and the points between which service is to be provided, the type of facilities required, and any special arrangements related thereto.
3. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the advance payment requirements set forth in this Tariff, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or regulation, or if any applicable law or regulation restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service.
4. Service is offered in selected exchanges subject to the availability of facilities and the provisions of this Tariff. The Company reserves the right to refuse to provide Service to or from any location where it has not ordered access facilities, installed network interconnections or the necessary facilities and/or equipment are otherwise not available.
5. Service begins on the date that billing becomes effective and is provided 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.
6. Service will be provided until canceled by the Customer by written notice actually received by the Company. In the event Customer has agreed to a Service Commitment Period, any cancellation prior to the expiration of the Service Commitment Period shall not relieve Customer for the obligation to pay cancellation charges.

**C. Use of Service**

The Services offered herein may be used for any lawful purpose, including residential, business, governmental or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others, that could harm the facilities of the Company or others or that is inconsistent with any applicable law or regulation.

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**VII. RULES AND REUGLATIONS (cont'd)****D. Equipment**

1. The Customer agrees to operate any Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company's liability for interruption of Service and shall make Customer responsible for damage to equipment.
2. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used, or upon earlier demand by Company. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
3. The Company reserves the right of entrance for its employees, agents or contractors to the premises of the Subscriber, at any reasonable hour for the purpose of installing, inspecting, repairing, or removing the Company's equipment. It shall be the responsibility of the Customer to make any necessary arrangements with the owners of the premises for the entrance of the Company's representatives.
4. The Customer is responsible for taking all necessary legal steps for interconnecting Customer provided terminal equipment with the Company facilities. The Customer is responsible for securing all licenses, permits, rights-of-way and other arrangements necessary for such interconnection.
5. In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.
6. The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in the installation, operations and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
7. If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel, including the suspension of service.

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**VII. RULES AND REGULATIONS (cont'd)****E. Liability**

1. Except as otherwise expressly provided in this Section VII (E), the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Tariff or the provision of Service as described herein. This Tariff does not limit the liability of the Company for willful misconduct if established as a result of judicial or administrative proceedings.
2. Except as otherwise expressly provided in this Section VII (E), with respect to any claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with this service), installation (including delays thereof), provision, termination, maintenance, repair, interruption, or restoration of any Service or facilities offered under this Tariff, the liability of Company shall not exceed an amount equal to the charge applicable under this Tariff to the period during which Services were affected. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.
3. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, the Company's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00.
4. Except as otherwise expressly provided in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with the governmental Rules and Regulations.
5. The Company is not liable for any act or omission of any other company or companies furnishing a portion of the Service, facilities or equipment associated with such Service.
6. All or a portion of the Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.
7. THE COMPANY SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THE WARRANTIES AND REMEDIES IN THIS TARIFF, IF ANY, ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
8. In the event parties other than Customer (e.g., Customer's Customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any defects.

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**ISSUED:****EFFECTIVE:**

**ISSUED BY:** W. Tod Chmar, President  
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Atlanta, Georgia

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**RESALE INTEREXCHANGE AND OPERATOR SERVICES TARIFF**

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**VII. RULES AND REGULATIONS (cont'd)****F. Payment Arrangements**

1. The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or Authorized Users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.
2. A Customer who subscribes to Company's 800 Service is responsible for all calls placed to or via the Customer's 800 Service number(s). This responsibility is not changed, by virtue of any use, misuse, or abuse of the Customer's Service or Customer-provided systems, equipment, facilities or services inter-connected to the Customer's 800 Service, which use, misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public who dial the Customer's 800 Service number by mistake, or errors in advertisements listing such 800 Service number(s).
3. In the event an authorization code is assigned to Customer, the Customer shall be responsible for all service billed to such authorization code until such time as Company receives written notification from Customer to cancel such authorization code.
4. The Company's bills are due upon receipt. Amounts not paid within 30 days from the Due Date of the invoice will be considered past due. Customers may be assessed a late fee on past due amounts in the maximum lawful rate under applicable state law and Commission regulations. Unless otherwise prohibited under applicable state law or commission regulations, if a Customer is determined by a company to present an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.
5. The Company does not require a deposit from the Customer. However, for Customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service.
6. Disputes with respect to charges must be presented to the Company in writing within three months from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer.
7. In the event the Company incurs fees or expenses, including collection costs or attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
8. Recurring charges are billed on a monthly basis. Unless otherwise expressly provided in this Tariff, the entire specified monthly recurring charge shall be due and payable for any portion of a monthly billing cycle during which service is provided, and shall not be prorated. For the billing cycle during which service is initially activated, the Customer will be billed one recurring monthly charge for the initial monthly billing cycle, and another recurring monthly charge as advance payment for the next succeeding monthly billing cycle. During subsequent months, the monthly recurring charge will be billed, in advance, for the next succeeding monthly billing cycle.
9. The Customer may elect to establish regular monthly billing for the Company's service through the Customer's commercial credit card. The Company honors the following commercial credit cards: VISA, and MasterCard.

The Customer electing to establish credit card billing for the Company's service must submit for approval a complete "Credit Authorization Form," which serves as the Company's authorization to render all future billing to the selected commercial credit card until otherwise notified by the Customer in writing. The obligations of the Customer regarding payment of charges described in this Section as well as the terms and conditions of this entire tariff remain binding upon the Customer selecting this billing option. Additional payment conditions as set forth by the credit card issuer may also apply.

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**RESALE INTEREXCHANGE AND OPERATOR SERVICES TARIFF**

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**VII. RULES AND REGULATIONS (cont'd)**

10. The Customer may elect to establish regular monthly billing for the Company's service through the Direct Debit of a Customer's qualifying Checking or Savings account. Such accounts are deemed qualified if the financial institution servicing such account is capable of accepting and processing electronic debit requests from the Company. The Customer electing to establish Direct Debit billing for the Company's service must submit for approval a complete "Electronic Debit Authorization Form," which serves as the Company's authorization to render demands for all future payment to the selected financial institution checking or savings account until otherwise notified by the Customer in writing. The obligations of the Customer regarding payment of charges described in the Section as well as the terms and conditions of this entire tariff remain binding upon the Customer selecting this billing option. Additional payment conditions as set forth by the Customer's financial institution may also apply.

**G. Discontinuance of Service**

1. Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon notice to the Customer in compliance with any applicable state law and/or Commission regulations, without incurring any liability, immediately discontinue the furnishing of Service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.
2. The Company reserves the right to discontinue furnishing Services or billing options, upon notice, when necessitated by conditions beyond its reasonable control.

**H. Notices**

Except as otherwise provided in this Tariff, in any written agreement between Company and Customer, or as specified in writing by Customer, notices from Company to Customer may be given orally or in writing to any person whose name appears on the executed Service order, to the person who placed a verbal service order, or to any adult member of Customer's household. Except as otherwise provided in this Tariff, in any written agreement between Company and Customer, or as specified in writing by Company, notice from Customer to Company may be given orally or in writing.

**I. Tax Adjustments**

All stated charges in this Tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes) whether charged to or against the Company or its Customer. Such taxes, fees, etc. shall be paid by the Customer in addition to the charges stated in this Tariff. All such taxes, duties, and fees shall each be shown as a separate line item on the Customer's invoice.

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**RESALE INTEREXCHANGE AND OPERATOR SERVICES TARIFF**

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**VII. RULES AND REGULATIONS (cont'd)****J. Credit For Interruption of Service**

1. Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in Section VII (E) of this Tariff. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
2. For purposes of the credit computation, every month shall be considered to have 720 hours.
3. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
4. The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" - outage time in hours.

"B" - total monthly charge for affected facility.

**K. Restoration of Service**

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

**L. Alternative Operator Service Regulations**

1. Aggregators must agree to abide at all times by the requirements of Section 226 (c) of the Communications Act of 1934, as amended, and all rules of the Federal Communications Commission, the ICC, and all applicable state laws and regulations. Specifically, Aggregator must:
  - (a) Ensure that each of its telephones pre-subscribed to Company for Operator Services allows the Consumer to use "800", "950" and, where required by law or regulation, "10XXX" access code numbers to obtain access to the Provider of Operator Services desired by the consumer.
  - (b) Post on or near the telephone instrument, in plain view of consumers, all required information concerning Operator Services; and
  - (c) Ensure that no charge by the Aggregator to the consumer for using "800", "950" or "10XXX" access code numbers, is greater than the amount the Aggregator charges for calls placed using the Pre-subscribed Provider of Operator Services.
2. Company shall withhold payment (on a location-by-location basis) of any compensation, including commissions, to Aggregators if Company reasonably believes that the Aggregator (i) is blocking access by means of "950" or "800" numbers to interstate common carriers in violation of this tariff or (ii) is blocking access to "10XXX" equal access codes in violation of rules the Federal Communications Commission or ICC may prescribe.
3. Company will not bill for unanswered Operator Service calls in areas where Equal Access is available, nor will Company knowingly bill for unanswered Operator Service calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, Company will cancel or refund all such charges upon request of the billed party.

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RESALE INTEREXCHANGE AND OPERATOR SERVICES TARIFF

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**VII. RULES AND REGULATIONS (cont'd)**

4. Company shall identify itself, audibly and distinctly, to the Consumer at the beginning of each telephone call and before the Consumer incurs any charges for the call.
5. Company shall disclose immediately to the Consumer, upon request and at no charge to the Consumer,
  - (a) A quote of its rates or charges for the call;
  - (b) The methods by which such rates or charges will be collected; and
  - (c) The methods by which complaints concerning such rates, charges or collection practices will be resolved.
6. Emergency services supplied by Company to Customers shall be at no charge to the Customer.

**M. Service Area**

Company shall provide intraMSA and interMSA service within the State of Illinois.

**N. Other Terms and Conditions**

1. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers. A customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
2. In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
3. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.
4. The remedies set forth herein in favor of Company shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

**O. Dispute Resolution Program**

1. In the event of any dispute, claim or controversy arising out of or relating to any Service set forth in this Tariff, the parties to such dispute or controversy agree to first attempt to resolve the dispute informally and promptly through good faith negotiations. The parties shall cooperate with each other during the negotiations and make every effort to resolve the dispute as fairly and quickly as possible. In the event that the controversy is not resolved by informal negotiation, it shall be subject to the arbitration provisions set forth below.
2. Except as provided below, any dispute, claim, or controversy arising out of or relating to any Service set forth in this Tariff, or any dealings between Carrier and/or its employees, on one hand, and Customer, on the other hand, shall be resolved by binding arbitration before the American Arbitration Association ("AAA") in accordance with the Federal Arbitration Act. The arbitration shall be conducted pursuant to the Commercial Arbitration Rules of the AAA in effect at the time the arbitration proceeding is commenced, except as modified as set forth below.

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**RESALE INTEREXCHANGE AND OPERATOR SERVICES TARIFF**

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**VII. RULES AND REGULATIONS (cont'd)****O. Dispute Resolution Program (cont'd)**

Judgment upon the arbitration award may be entered in any court having jurisdiction. The party initiating the arbitration proceeding before the AAA shall pay such fees as required by AAA for the initiation of arbitration proceedings.

This arbitration requirement applies only to disputes involving \$25,000.00 or more in value, including claim(s) which Customer asserts on behalf of others or a class which exceeds \$25,000.00 in value when aggregated. Additionally, this arbitration requirement is not applicable to disputes or controversies between Carrier, on one hand, and any other long distance carrier or reseller of long distance service, on the other hand.

In the event multiple claims are asserted, some of which are held not subject to these arbitration provisions, the parties agree, to the extent allowed by law, to stay the proceedings of the claims not subject to these arbitration provisions until all other claims are resolved in accordance with these arbitration provisions. In the event claims are asserted against multiple parties, some of whom are not subject to these arbitration provisions, the parties agree, to the extent allowed by law, to sever the claims subject to these arbitration provisions and resolve them in accordance with these provisions.

Carrier and Customer agree to take all steps, and to execute all documents, necessary for the implementation of this dispute resolution program. Carrier and Customer also agree that all provisions of this program are specifically enforceable. Nothing in this program shall preclude any party to a controversy or dispute from seeking equitable relief in the event the arbitrator is not yet appointed, or if the arbitrator is not legally empowered to grant such relief. Additionally, nothing in this program shall preclude Customer from filing a complaint with the Commission.

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